Case	8:23-bk-10571-SC Doc 451 Filed 08/24/2 Main Document Pa	23 Entered 08/24/23 17:01:03 Desc age 1 of 40	
1 2 3 4 5 6	Christopher B. Ghio (State Bar No. 259094) Christopher Celentino (State Bar No. 131688) Yosina M. Lissebeck (State Bar No. 201654) DINSMORE & SHOHL LLP 655 West Broadway, Suite 800 San Diego, CA 92101 Telephone: 619.400.0500 Facsimile: 619.400.0501 christopher.ghio@dinsmore.com christopher.celentino@dinsmore.com yosina.lissebeck@dinsmore.com	11.77	
7 8	Special Counsel to Richard A. Marshack, Chapter	r 11 Trustee	
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10		NKRUPTCY COURT	
11	CENTRAL DISTRICT OF CALIF	ORNIA - SANTA ANA DIVISION	
12	In re:	Case No. 8:23-bk-10571-SC	
13	THE LITIGATION PRACTICE GROUP P.C.,	Chapter 11	
14	Debtor.	STATUS REPORT BY CHAPTER 11	
15		TRUSTEE RE: POST-PETITION AND RECENT HISTORY OF DOUBLE PAYMENTS BY CONSUMER CLIENTS:	
15 16		RECENT HISTORY OF DOUBLE PAYMENTS BY CONSUMER CLIENTS; DECLARATION OF CHRISTOPHER	,
		RECENT HISTORY OF DOUBLE PAYMENTS BY CONSUMER CLIENTS;	,
16 17 18		RECENT HISTORY OF DOUBLE PAYMENTS BY CONSUMER CLIENTS; DECLARATION OF CHRISTOPHER CELENTINO IN SUPPORT Date: November 8, 2023 Time: 1:30 p.m. Judge: Hon. Scott C. Clarkson	,
16 17		RECENT HISTORY OF DOUBLE PAYMENTS BY CONSUMER CLIENTS; DECLARATION OF CHRISTOPHER CELENTINO IN SUPPORT Date: November 8, 2023 Time: 1:30 p.m.	
16 17 18 19		RECENT HISTORY OF DOUBLE PAYMENTS BY CONSUMER CLIENTS; DECLARATION OF CHRISTOPHER CELENTINO IN SUPPORT Date: November 8, 2023 Time: 1:30 p.m. Judge: Hon. Scott C. Clarkson Place: Courtroom 5C 411 W. Fourth Street	•
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Richard A. Marshack, Chapter 11 Trustee ("Trustee") of the bankruptcy estate of Litigation Practice Group P.C. ("Estate" or the "Bankruptcy Estate"), submits this Status Report re: Post-Petition and Recent History of Double Payments by Consumer Clients as follows:

I.

INTRODUCTION

- 1. Upon his appointment, Trustee recognized that the "debt invalidation business" operated by this Debtor had a questionable "legitimacy" and stigma associated with it and that the reputation of the Debtor and its principal(s) was among the worst within the industry. There was no "nuance" that could divert Trustee from his penultimate goal to bring transparency, ethics, and positivity to the consumer clients of this Debtor.
- 2. While it was clear to Trustee that the handling of Debtor's business practices by its principal(s) left much to be desired, it was equally clear that, left unrepresented, many of the approximately 35,000 consumer clients would again fall prey to the hostile and aggressive tactics of the equally suspect credit card / debt acquisition community. It was also clear to Trustee that the Court shared that penultimate consideration for the plight of the consumer caught between these two competing adversarial industries with each deploying questionable tactics. Trustee's actions in the case remain driven by a goal that is consistent with the words of this Court enunciated at the sale hearing and auction that took place on Friday, July 21, 2023:

This Court is satisfied that the herculean and, frankly, high-risk efforts of the Trustee have resulted in an excellent start, but it's only a start. And that the consumer protection aspects of this proposed sale cannot be discounted in any way. The continued efforts to redirect the legal and ethical compass of the prepetition company will likely in this Court's opinion succeed.

Sale Hearing Transcript [Dkt. No. 343] at 156: 17-23. Celentino Declaration, Exhibit "A."

- 3. At the status conference held on August 10, 2023, at 10:00 a.m., one of the many topics raised by Trustee on the record were "double pulls." This issue describes the situation where a consumer client was charged twice in the same month.
- 4. Debtor's consumer clients executed agreements that called for a myriad of legal services to be delivered by Debtor which were to be paid in installments. Specifically, clients agreed

that a specified monthly payment would be drawn from their bank account or credit card for a specified number of months. See 1046 Action, Dkt. No. 8, 341(a) Transcript at 41:7-20, 43:4-17.

- 5. Prior to the sale hearing, this Court received testimony and learned of the issue of certain consumer clients of the Debtor having been "charged twice" in a particular month in apparent violation of their legal services agreement with the Debtor. See e.g. Adversary Proceeding No. 8:23-ap-01046-SC ("1046 Action"), Dkt. No. 5 at ¶ 3, Exh. 1 at ¶¶ 55-99.
- 6. At no time after Trustee took control of business operations upon service of the Court's TRO on June 2, 2023, did the Estate initiate or receive two payments from the same client in the same month.
- 7. When Trustee first put his management team in place in early June 2023, this double pull issue was afforded high priority.
- 8. As the Court stated at the last status conference, facing two significant draws in a one month¹ period could cause hardship to consumers. As such, the Court requested a status report be filed by Trustee by August 24, 2023, regarding this "double pull" issue.

II.

SUMMARY

9. Trustee served this Court's Temporary Restraining Order (1046 Action, Dkt. No. 13) on parties and non-party financial institutions early in the morning (in some cases, just after midnight) on Friday, June 2, 2023. As of approximately 1:00 p.m. on that date, Trustee had gained entry into the premises from which Phoenix Law was operating and had established control over all known ACH processing accounts, and all known bank accounts into which funds deducted from consumer clients that were "pulled" post-petition. The first ACH pulls that took place after Trustee took control occurred on June 3, 2023. During the time from June 2, 2023, through the close of the sale of the Debtor's assets on August 4, 2023 (Sale Order, Dkt. No. 352), the total sum of \$5,273,871.29 was received by Trustee from ACH pulls. All such sum remain in a segregated trust account pursuant to order of this Court. The breakdown of the specific sources of those funds is as follows:

¹ Testimony at the sale hearing on July 21, 2023, established that the average monthly payment per consumer was approximately \$335 and the average remaining term of payment was 19.5 months. <u>See</u> Dkt. Nos. 316, Exh. 1 and 260-3 at ¶ 9.

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- Monies for which pulls were instituted by Debtor's principals before June 2, a. 2023, and which were deposited by Debtor's Principals into accounts at Bank of America and Wells Fargo Bank in the name of fraudulent conveyance partner, PrimeLogix: \$1,223,787.59;
- b. Monies for which pulls were instituted by automatic ACH directives in place on June 2, 2023, for which Trustee succeeded to control of the "suspense" and "payment" accounts² with WorldPay/Revolv3: \$3,810,886.69; and
- Monies that appear to have been deposited in a Wells Fargo account in the c. name of Mayerick: \$239,197.01 -- the sole source appears to be the above account of PrimeLogix.
- 10. Trustee believes the most important facts for this Court's consideration, as developed more fully below, are these:
- a. From the period June 2, 2023, through August 4, 2023, -- while Trustee was in control of operations -- Trustee has determined there were only five (5) total "double pulls" that all occurred on the same June 2, 2023 transition day (or settled on that date), in the total amount of \$1,600, which were NOT initiated by Trustee but which were initiated by others PRIOR to June 2, 2023, and appear to have "settled" on June 2, 2023. Trustee has satisfied these clients.
- A comprehensive review of all the detailed account information for the consumer charges made after June 2, 2023, makes it clear that Trustee did not commence or receive any double pulls. The records for pulls received in the settlement account from processor World Pay correspond to payments received in the Trustee-controlled Revolv3 account -- and none were "double" pulls. Declaration of Christopher Celentino, at ¶5.
- 11. As to the vast majority of consumer customers who were otherwise the victims of 'double pulls" at the hands of the former principals of the Debtor and their fraudulent conveyance

² For reference, an ACH payment processor, such as the latest Debtor's processor known as WorldPay, is an entity authorized by the Federal Reserve to pull ACH payments on behalf of its account holder (in this case, the Debtor) from that account holders' customer base based upon submitted written authorizations, and that pull is referenced to and directed to a suspense account held by the processor. The money pulled is held in that suspense account for a period of days to allow for and take into account NSF and cancellation chargebacks. After the specified period (the period is determined by the processor based upon the account holder, or Debtor's, credit and backcharge history) expires, the funds are transferred into a payment account held at the processor's related financial institution (in this case, the latest was Revolve). It is from that payment account that the settled funds are normally distributed to the account holder, in this case, the Debtor. However, as this Court learned from Mr. Diab's own testimony on June 12/14, 2023, Mr. Diab was able to "direct" those funds out of the Debtor's payment account into accounts held by PrimeLogix, Vulcan, Mayerick and other of the Debtor's former fraudulent conveyance partners. See Preliminary Injunction Transcript at 173:8-18, 174: 17-25, Declaration of Celentino at ¶ 6, Exh. B.

(70%) resolved the issue to the clients' apparent satisfaction, as noted in detail below. For the minority of customers (30%) who are still victims of the "double" pulls made by Debtor's principals and the fraudulent transferees, Trustee has a proposed resolution, as set forth below.

III.

partners, discussed further herein, the other take away is that Trustee and his team have substantially

DISCUSSION

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12. It is important to remember that of the approximately 50,000 consumer clients of the Debtor whose details reside in the pre-petition CRMs, approximately 35,000 consumer customers appear to have been "active" payers for services in the one-year prior to the bankruptcy petition and before the sale date. Accordingly, the sheer volume of the data analyzed to date, and which Trustee will continue to analyze, is very voluminous.

- 13. As a preliminary matter, Trustee's investigation remains ongoing, and his research is not yet complete as noted below. Despite the Court's Preliminary Injunction and mostly substantial compliance therewith, some of the data necessary to fully drill-down on an account-by-account and customer-by-customer basis remains elusive (some passwords have two-step confirmation that have not worked, necessitating subpoenas) or is otherwise still the subject of an outstanding subpoena to a financial institution (such as Bank of America, for example).
- 14. It is also important to remember that there has been testimony that Debtor's principal(s) were in the process of buying/selling consumer accounts for most of a year before Trustee was able to take control on June 2, 2023 -- despite the questionable legality of such a practice. See 1046 Action, Dkt. No. 8, 341(a) Transcript at 150:20-152:16, 153:19-154:21; Preliminary Injunction Transcript at 167:22-169:12.
- 15. Trustee continues to investigate the possibility, indeed probability, that he will uncover additional files that were so transferred away from Debtor by Mr. Diab, Mr. March, and others; and/or additional accounts to which monies of the Debtor pulled from clients were siphoned. Trustee has compiled a fairly-complete history of files transferred during calendar year 2023 (both pre-petition

and post-petition) from the admittedly challenged LUNA CRM³ database, and based upon known complaints of customers. From his investigation, Trustee has determined that during the few months before the petition date, consumer files/contracts were transferred to the following: LPG to CLG; LPG to Valiant/Gallant; LPG to LPG; LPG to Phoenix; and LPG to Oakstone.

- 16. Each set of client transfers, and the "double pulls" (if any) that may have been associated with those transfers, are discussed in turn:
- a. <u>LPG to CLG</u>: Trustee is currently involved in settlement negotiations with CLG and the Official Committee of Unsecured Creditors ("OCC") concerning the transfer of approximately 12,000 consumer files to CLG between January 2023 and February 2023. From and after the transfers, CLG has been providing services to those clients. While there are many outstanding issues to be resolved or litigated in that dispute, the issue of "double-pulls" does not appear to be relevant to this batch of customer files.
- b. <u>LPG to Valiant/Gallant</u>. Upon his appointment, Trustee learned that LPG was in the process of transferring consumer files to a Pennsylvania-based entity, Valiant Law, and subsequently its successor, Gallant Law. Rule 7026 oral disclosures by Gallant contend that it was Mr. Diab personally who was retained by Valiant and Gallant as a consultant to "market and secure" files for purchase by these entities. Gallant law contends that it never received the transfer of any customer files. Trustee's search of the LUNA database indicates that some files were designated for transfer to Valiant and/or Gallant. But, those files appear to have actually been part of the transfers to CLG. Trustee has not yet identified any payments to or pulls made by Valiant/Gallant (presumably because it never received transfers of client files).
- c. <u>LPG to Phoenix</u>: As Mr. March conceded before the Court on June 12, 2023, in the weeks and days immediately before the filing of the bankruptcy petition, LPG migrated thousands of consumer files to newly formed Phoenix Law Group. Ty Carss served as lead attorney for that firm. Declaration of William "Ty" Carss, Dk. 191-2, paragraph 3. Pursuant to this Court's order entered August 7, 2023, the transfers of those files were avoided and the files (but not any

³ The Court will recall that for most of its existence, Debtor was a licensee of the CRM from Force known as Debt Pay Pro. Debtor migrated away from that system to its own proprietary database, LUNA, just prior to bankruptcy. LUNA has substantial programmatic data retrieval limitations. See 1046 Action, Dkt. No. 5 at ¶ 8, and Dkt. No. 45-6 at ¶ 8(c).

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liabilities of Phoenix) were recovered by the Estate. Pursuant to the Sale Order, these files have been sold to Morning Law Group. Trustee's investigation reveals that LPG clients were migrated to Phoenix Law between the end of February 2023 and the beginning of March 2023. It appears that clients were perplexed by the move because they apparently were not notified by LPG or Mr. March about the transfers before they occurred. A batch of those consumer clients appear to have had their regular monthly payment charged twice (both by LPG)⁴ on February 27, 2023, and February 28, 2023. As set forth in Exhibit "B" to the Declaration of Celentino, Trustee believes known double pulls were taken by LPG from 115 clients, in the total sum of \$74,430.86.

Also as set forth in Exhibit "B" to the Celentino Declaration, Trustee has substantially resolved these known double pulls instigated by LPG. A majority of the clients were offered and accepted a "credit" toward future payments. Separately, as to clients who have requested refunds, AND as to which Trustee received a payment from such clients between June 2, 2023, and August 4, 2023, Trustee intends to apply to the Court to use some of the funds on hand in the blocked account to make such refunds. These clients are noted by the TFOH (Trustee Funds on Hand) reference on Exhibit "B" to the Celentino declaration. For the remaining parties on Exhibit "B" who are mostly now "former" clients, and whose files were not transferred to MLG in the sale, Trustee intends to apply to the Court to determine that a portion of the blocked account equal to the proposed remaining refunds was "earned" for services rendered during that time, and proposes to distribute from those earned funds the proposed refunds. In this respect, in short order, all 115 clients known to have had double pulls taken by LPG itself are currently whole, or will be made whole shortly.

d. <u>LPG to Oakstone</u>: Trustee understands that, simultaneously with the fraudulent transfers of files to Phoenix, files were nominally transferred to a creditor group known as PECC Corp. ("PECC"). Eng Taing is the principal of PECC and Touzi is an investor of PECC. Trustee understands that Touzi had originally been an investor in Validation Partners, itself a creditor of LPG. Once LPG stopped paying Validation, and thus PECC, PECC and Mr. Diab made a side deal wherein Diab obligated LPG to pay PECC pursuant to an August 2022 Note in the approximate amount of

⁴ Trustee's initial investigation reveals that Mr. Diab "withheld" specific data entry information and that only certain select individuals may have been able to login to the interface platforms to allow for the charge; the Trustee intends to pursue 2004 exams relative to those persons in the near future.

\$28M. That Note went unpaid and on January 11, 2023, within the preference period, PECC and LPG entered into an A/R Purchase Agreement, purporting to transfer enumerated files to PECC in full satisfaction of the debt under the Note. The files themselves apparently went to Oakstone (a law firm supposedly affiliated with Wes Thomas) and processing was handled by Guardian Processing. It appears that Eng Taing was a some-time consultant of Guardian, which is now controlled solely by Wes Thomas. While the details remain murky (and will be the subject of formal discovery in the very near future), it appears that batches of files "designated" for but not actually transferred to Phoenix were instead "nominally transferred" to this group, as a means to siphon cash. For the purpose of this report, Trustee refers to PECC, Guardian, Taing, Touzi, and Oakstone as just "Oakstone." It appears that this group operated for a short period of time, from approximately January 2023 to April 2023. At this point, Eng Taing claims he was locked out of Guardian and PECC stopped receiving payments. Nevertheless, some Oakstone pulls appeared to continue until June 2023. During this time, it appears that Oakstone made multiple pulls on the client files nominally transferred to it, and sometimes on other client accounts that were not nominally under its control. It also appears that Touzi Capital may have directly paid some liabilities to some of the contract attorneys who were providing services to LPG consumer clients. Trustee is unaware of any actual legal or other services having been provided by Oakstone to any consumer client, except as may have occurred by contract attorneys. The Preliminary Injunction ("PI") was served on these entities, and it appears that the sum of approximately \$661,000 is "frozen" pursuant to the PI, but has not yet been turned over to Trustee. Negotiations are ongoing and it is expected that the funds will be turned over to Trustee in a few days, or Trustee will be seeking an OSC re: contempt for failure to turn over the funds prior to the next hearings set for September 14, 2023.

i. During this apparently chaotic scramble to transfer files to Phoenix and Oakstone, it appears that there was a period of time in which Phoenix and Oakstone both charged the consumer the same monthly fee. As set forth on Exhibit "C" to the Declaration of Celentino, clients were charged by both Phoenix and Oakstone in March 2023. Even though Phoenix was servicing

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Trustee's experience is that a monthly "pull" can be instigated and in the queue for up to 60 days (or more) in advance.

these customers, it appears Oakstone charged them as well. Clients received a charge from Oakstone (OLG PC) via digital check withdrawal on March 7-9, 2023, which was immediately prior to the petition date.

- ii. The details of the known transactions in this category are set forth in Exhibit "C" to the Celentino Declaration. Trustee has substantially resolved the issue of these double pulls with clients (even though the funds do not appear to have been deposited with LPG). Specifically, 87% of these clients were offered and accepted a "credit" toward future payments to be made. Moreover, to the extent such credits have not yet been applied to any consumer's account, Trustee understands that the buyer, MLG, will honor such credits for clients that "opt in" as its own show of good faith. As to the balance of the clients who have not received a refund and for which Trustee received payments as noted by the TFOH making, Trustee intends to file the motions discussed above to make refund payments. Others will be the subject a settlement or turnover motion.
- e. Additional Oakstone Pulls. Mr. Diab told this Court under oath that the relationship between LPG and Oakstone source. As best as Trustee can tell, while it appears that Oakstone was not servicing any consumer clients, it was active in the charges it was making to such clients. These charges appear designed not to generate revenue for services provided to consumer clients. Instead, they seem to be a revenue stream diverting money from one creditor, Validation Partners, for a preferred insider of that creditor, Mr. Thomas. It appears to be the case that the clients initially transferred to Oakstone were onboarded back to Phoenix in late April 2023 to early May 2023, right before Trustee's appointment. Prior to the return of these clients and files, the clients were already charged two times, both by Oakstone. It appears that on April 19, 2023, clients were charged by Oakstone, once by both Guardian Processing and once by Touzi Capital. Based on the client list appended to the January 11, 2023, A/R Purchase agreement, Trustee's expert is confirming that Oakstone clients were on-boarded back to Phoenix, recovered by the Estate, and sold pursuant to the sale approved July 21, 2023. Subpoenas to Guardian Processing may be required.
- i. As set forth in Exhibit "D" to the Celentino Declaration, Trustee has substantially resolved these double pulls (even though the funds do not appear to have been received by LPG). Most of the clients were offered and accepted a "credit" toward future payments. For those

clients who await a refund from Oakstone for monies not yet turned over to the Trustee, it appears that the sum of approximately \$661,000 is "frozen" by the PI, but has not yet been turned over to Trustee. Negotiations are ongoing and it is expected that the funds will be turned over to Trustee in a few days, or Trustee will be seeking an OSC re: contempt for failure to turn over the funds, prior to the next hearings set for September 13, 2023. Trustee will seek to use these funds to pay the remaining refunds. Additionally, for those designated as TFOH -- Trustee has Funds on Hand, and will be applying for permission to refund such double pulls.

f. Phoenix Law Group and Trustee pulls. As indicated earlier, there were five (5) ACH pulls that occurred on June 2, 2023. These pulls were initiated by Phoenix before Trustee began service of the TRO on this date. Despite not rendering any services, Oakstone made those five (5) double pulls before its "pulling" powers were enjoined by service of the TRO. As indicated, for each of these five clients, Trustee has already resolved the matter by clients accepting a "credit" toward future payments, or by paying a requested refund before the sale closed on August 4, 2023. The detail is set forth in Exhibit "E" to the Celentino Declaration.

V.

FUTURE ACTIONS BY TRUSTEE

11. Trustee continues to work with the buyer, Morning Law Group, to have access to the LUNA database, and a comprehensive audit is underway to identify if there are any other "double pulls" or related anomalies that must be addressed. At this point, Trustee has been able to confirm the double pulls set forth herein with the consumer customers. Nevertheless, it is possible that the comprehensive audit demonstrates there are further anomalies to be explored. Moreover, while details concerning known bank accounts to which funds were deposited are mostly known (two outstanding subpoenas for line item detail will be responded to in short order), Trustee's ongoing investigation may lead to the discovery of additional accounts into which consumer client payments were deposited. Additionally, Trustee has access to the historic Debt Pay Pro CRM, and a comprehensive comparison of legacy data on that CRM, including the details of the pre-petition data migration to the LUNA CRM, is underway, and may disclose additional anomalies for further investigation. While the search and compile functions of the LUNA CRM are limited, Trustee

DECLARATION OF CHRISTOPHER CELENTINO

I, Christopher, Celentino, declare:

I am an attorney duly licensed to practice before this Court. I am a Partner of the law firm Dinsmore & Shohl LLP, Special Counsel to Richard A. Marshack, Chapter 11 Trustee (the "Trustee"). I make this Declaration based on personal knowledge and if called to testify to the truthfulness of its contents, could and would do so competently.

- 1. At my direction, under my supervision and with my participation, a CRM database specialist employed by Dinsmore (with my personal oversight) conducted an analysis of the pulls instituted by the Trustee for the time period June 2, 2023, through August 4, 2023. By review of each transaction of the WorldPay and Revolv3 accounts utilized by LPG, together we determined that no customer of LPG made a "double" monthly payment to the Trustee during that time period.
- 2. Attached as Exhibit "A" and incorporated herein by reference is a true and correct excerpt from the July 21, 2023, Sale Hearing Transcript [Dkt. No. 343].
- 3. Attached as Exhibit "B" and incorporated herein by reference is a true and correct spreadsheet, prepared at my direction, by personnel operating under Trustee's Management Agreement, which spreadsheet is an ordinary business record of the data maintained on the CRM database of the Debtor. Exhibit "B" describes the known "double pulls" instituted by LPG in the month of February 2023, and described in the accompanying Trustee's Status Report as "LPG to LPG."
- 4. Attached as Exhibit "C" and incorporated herein by reference is a true and correct spreadsheet, prepared at my direction, by personnel operating under Trustee's Management Agreement, which spreadsheet is an ordinary business record of the data maintained on the CRM database of the Debtor. Exhibit "C" describes the known "double pulls" described in the accompanying Trustee's Status Report as "LPG to Oakstone."
- 5. Attached as Exhibit "D" and incorporated herein by reference is a true and correct spreadsheet, prepared at my direction, by personnel operating under Trustee's Management Agreement, which spreadsheet is an ordinary business record of the data maintained on the CRM

Case	e 8:23-bk-10571-SC Doc 451 Filed 08/24/23 Entered 08/24/23 17:01:03 Desc Main Document Page 13 of 40
1	database of the Debtor. Exhibit "D" describes the known "double pulls" described in the
2	accompanying Trustee's Status Report as "Additional Oakstone Pulls."
3	6. Attached as Exhibit "E" and incorporated herein by reference is a true and correct
4	spreadsheet, prepared at my direction, by personnel operating under Trustee's Management
5	Agreement, which spreadsheet is an ordinary business record of the data maintained on the CRM
6	database of the Debtor. Exhibit "E" describes the known "double pulls" described in the
7	accompanying Trustee's Status Report as "Phoenix Law Group and Trustee Pulls."
8	I declare under penalty of perjury under the laws of the State of California and the United
9	States of America that the foregoing is true and correct and that this declaration was executed on this
10	24 th day August 2023 at Port Orange, Florida.
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12	<u>/s/ Christopher Celentino</u> Christopher Celentino
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Page 13

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                   UNITED STATES BANKRUPTCY COURT
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                   CENTRAL DISTRICT OF CALIFORNIA
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   In Re:
                                     Case No. 8:23-bk-10571-SC
 5
  THE LITIGATION PRACTICE GROUP
                                     Chapter 11
 6
                                     Santa Ana, California
             Debtor.
                                     Friday, July 21, 2023
 7
                                     10:00 a.m.
 8
                                  CONT'D HEARING RE: CHAPTER 11
                                  TRUSTEE'S MOTION FOR ORDER
 9
                                  APPROVING STIPULATION BETWEEN
                                  THE DEBTOR; CONSUMER LEGAL
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                                  GROUP, PC; LGS HOLDCO, LLC;
                                  AND SET FORTH, INC. F/K/A
11
                                  DEBTPAYPRO
12
                                  CONT'D HEARING RE: CHAPTER 11
                                  TRUSTEE'S MOTION FOR ORDER
13
                                  APPROVING STIPULATION RE
                                  AVOIDANCE AND RECOVERY OF
14
                                  AVOIDABLE TRANSFERS TO
                                  DEFENDANT PHOENIX LAW, PC, AND
15
                                  TURNOVER OF ALL RELATED
                                  PROPERTY TO THE TRUSTEE AND
16
                                  ORDER OF DISMISSAL WITHOUT
                                  PREJUDICE OF DEFENDANTS
17
                                  WILLIAM TAYLOR CARSS, AND
                                  MARIA EEYA TAN
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   Proceedings produced by electronic sound recording;
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  transcript produced by transcription service.
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	ii
1	HEARING RE: MOTION OF TRUSTEE
2	RICHARD A. MARSHACK FOR ENTRY OF AN ORDER (A) APPROVING SALE, SUBJECT TO OVERBID, OF
3	ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES
4	AND INTERESTS PURSUANT TO 11 U.S.C. SECTION 363(B) AND (B)
5	APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN
6	EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND OTHER
7	AGREEMENTS
8	TRANSCRIPT OF PROCEEDINGS BEFORE THE HONORABLE SCOTT C. CLARKSON
9	UNITED STATES BANKRUPTCY JUDGE
10	APPEARANCES:
11	For Chapter 11 Trustee CHRISTOPHER CELENTINO, ESQ. Richard Marshack: CHRISTOPHER B. GHIO, ESQ.
12	YOSINA M. LISSEBECK, ESQ. PETER W. BOWIE, ESQ.
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In its order issued on July 10, 2023 at docket number 206, this Court requested from any parties-ininterest briefing on the issue of the past bad acts of 5 Debtor with respect to the lack of legal or ethical behavior on its business practices and how that could affect a sale under 363.

The Court has carefully reviewed all of these carefully presented and thought out briefs, and the Court is deeply appreciative of all points of view. Their efforts 11 have assisted this Court enormously.

Through the continuing and persuasive insistence 13 of this Court and the U.S. Trustee, the Trustee and his 14 professionals have engaged in a unrelenting and expensive |15| process of converting the Debtor's business into a consumer 16 protection complaint business.

This Court is satisfied that the herculean and, 18 frankly, high-risk efforts of the Trustee have resulted in 19 an excellent start, but it's only a start. And that the 20 consumer protection aspects of this proposed sale cannot be discounted in any way. The continued efforts to redirect 22 the legal and ethical compass of the prepetition company 23 will likely in this Court's opinion succeed.

The Court finds in examining all of the evidence 25 before it, and appreciating the totality of the

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# <u></u>	Amount	Overdraft Fees	File Status	Disposition	Commentary
	\$74,430.86	\$0.00		55% Credited/ Refunded	Assumption of 100% Satisfaction given credit/refund
0660XXXXX	\$200.94 x 3 = \$602.82	\$45	Cancelled	Awaiting Refund	Client was double charged by LPG on 3/3/23 and 3/6/23. Client requested to cancel on 3/15/23 and was not cancelled until 4/21/23. Client received 2 more charges of \$200.94 from CLG on 3/20/23 and from legal fees on 3/31/23.
XXXXX1215	\$251.74		Cancelled	Awaiting Refund	Client had requested to cancel in February but was charged on 2/28/23 by LPG.
XXXXX1389 XXXXX1463	336.31 x 2 = \$672.62 \$261.06	0830	Cancelled Paused (Retention Flow)	Awaiting Refund Awaiting Refund	Client was double charged on 3-3-23 by Legal Service enay and by LPG on 3-6-23
XXXX1504	\$254.53 x 2 = \$509.06		Cancelled	Awaiting Refund	Client was charged by LPG on 3/1 & by CLG on 3/7
XXXXX1774	\$264.74	\$36	\sim	Awaiting Refund	Client was cancelled on 2-24-2023 but was charged by LPG on 2-27-2023
XXXXX1848	258.11 x 2 = \$516.22		Cancelled	Awaiting Refund	Client requested to cancel with LPG on 2/14/23 but was charged by CLG on 3/17/23 and by 1 PG on 4/17/23
XXXXX1904	\$71.54 x 3 = \$214.62		Paused (Retention Flow)	Awaiting Refund	Client year charged \$221.29 3 times instead of \$149.75 by LPG on 2/10/23, 2/24/23, and 3/10/23
XXXXX2350	\$354.45		Active	Awaiting Refund	Client was charged by LPG on 4-12-23 but was done paying on 08/20/22.
XXXXX2662	\$126.69		Paused (Retention Flow)	Awaiting Refund	Client was charged by LPG on 3/1/23 even though payment was confirmed to be moved to end of term.
XXXXX2799	\$250.23 x 2 = \$500.46		Cancelled	Awaiting Refund	Client was double charged on 3-3-23 by Legal Service epay and by LPG on 3-6-23.
XXXXX2963	\$286.28		Active	Awaiting Refund	Client was charged by LPG on 2/10/23 even though remaing payments were canceled due to settlement.
XXXXX3111	\$317.60 x 2 = \$635.2		Cancelled	Awaiting Refund	Client was double charged by LPG on 2-9-23.
XXXXX3296	\$268.73 + \$242.91 = \$511.64		Cancelled	Awaiting Refund	Client was double charged by LPG on 2/6 & 2/7
XXXXX3588	\$369.29		Cancelled	Awaiting Refund	Client cancelled with LPG on 2/14/23 but was charged by LPG on 2/21/23.
XXXXX3662	\$310.43 X 2 = \$620.86		Active	Awaiting Refund	Client was double charged by LPG on 2-7-23.
606EXXXXX	\$383.12 x 2 = \$766.24	\$25	Paused	Awaiting Refund	Double charged by LPG on 2/6 & 2/7.
XXXXX4041	\$260.27		Cancelled	Awaiting Refund	Client was double charged for their Feb ∠3 payment of \$∠b∪.∠7 twice on ∠-b-∠3 and ∠- 7-23.
XXXXX4079	\$203.94 x 3 = \$611.82		Active	Awaiting Refund	Client's remaining payments were cancelled due to settlement but she was charged by LPG on 2/10/23, 2/24/23, and 3/10/23.
XXXXX4573	\$420.79		Cancelled	Awaiting Refund	Client was charged by LPG on 2/3/23 even though payment was confirmed to be moved to end of term.
XXXXX4762	\$278.66	\$31	Cancelled	Awaiting Refund	Client was upset by the transition and wanted a refund
XXXXX4774	\$288.60		Cancelled	Awaiting Refund	Client was charged by LPG on 3/6. File was cancelled as of 2/24.
XXXXX4892	\$250.47		Paused	Awaiting Refund	Client called Phoenix on 2/25/23 to pause her and husband's accounts but they were both charged by LPG on 2/27/23
XXXXX4936	\$251.78 x 2 = \$503.56		Cancelled	Awaiting Refund	Client was double charged by LPG on 3-17-23.
XXXXX6136	\$271.97		Cancelled	Awaiting Refund	Client cancelled but charged by LPG on 3/7/23.
XXXXX6343	\$303.87		Cancelled	Awaiting Refund	Client was never refunded for the payment taken by LPG on 2-7-23. LPG had submitted a refund request on 2-10-23.
XXXXX6455	\$623.53 x 2 = \$1247.06		Paused (Retention Flow)	Awaiting Refund	Double charged 2/6 & 2/7
XXXXX7080	\$253.99		Cancelled	Awaiting Refund	Client was charged by LPG on 3/1/23 even though they had requested to cancel on 2/22/23.
XXXXX7082	\$324.04 x 2 = \$648.08		Cancelled	Awaiting Refund	Client was charged by LPG on 2/3 & 2/17 but file is cancelled
XXXX7754	\$798.62 x 2 = \$1597.24		Active	Awaiting Refund	Client was double charged by LPG on 2-6-23 and 2-7-23.
XXXXX7825	\$167.45 x 2 = \$334.90		Cancelled	Awaiting Refund	Client was double charged on 02/17 and 03/03
XXXXX8149	\$80.38 x 2 = \$160.76		Active	Awaiting Refund	Client's remaining payments were cancelled but she was charged by LPG on 2/9/23 and 2/27/23.
XXXXX8183	\$427.61 + \$416.68 = \$844.29		Paused	Awaiting Refund	Client was double charged by LPG on 2/6/23 and 2/7/23.
XXXXX8313	\$321.73 x 2 = \$643.46	\$62		Awaiting Refund	Client was double charged by LPG on 2-7-23 and 2-8-23.
XXXXX8465	\$260.78 × 2 = \$521.56		Cancelled	Awaiting Refund	Double Charged on 02/27 and 02/28
XXXXX8512	\$314.24		Active	Awaiting Refund	Client was charged by LPG on Z/Z8/Z3 even though client was told she would have Z4 payments cancelled due to settlement.
XXXXX8532	$(\$562.46 \times 2) + \$518.42 = \$1643.34$		Cancelled	Awaiting Refund	x3 charge 02/07, 02/08, and 03/07
XXXXX8752	\$254.16		Cancelled	Awaiting Refund	Client had requested to cancel in February but was charged on 3/14/23 by LPG.
XXXXX9417	\$256.05 + \$253.25 = \$509.3		Cancelled	Awaiting Refund	Client was charged twice by LPG on 3/23.

XXXXX8826	\$369.26	\$28 Paused	Credited	Client was double charged by LPG on 2-6-23 and 3-6-23.
XXXXX9318	\$757.74 x 2 = \$1515.48	Active	Credited	Client was double charged by LPG and OLG on 3-10-23.
XXXXX9432	$$254.96 \times 2 = 509.92	Active	Credited	Double charged by LPG and OLG on 03/09 and 03/10
XXXXX9451	$$265.92 \times 2 = 531.84	Active	Credited	Double charged by LPG on 02/06 and 02/07
XXXXX9614	$367.56 \times 2 = 735.12	\$70 Active	Credited	Client was double charged by LPG on 2-6-23 and 2-7-23.
XXXXX9742	\$494.90	Active	Credited	Client was overcharged by LPG on 2-24-23 because payments were lowered.
XXXXX9822	\$649.11	Active	Credited	Client was overcharged by LPG on 2-21-23, payment was lowered to \$358.20.
XXXXX9872	$$300.66 \times 2 = 601.32	Active	Credited	Client was double charged by LPG on 2/6 & 2/7
XXXXXX7227	\$249.39	Active	Credited	Client was charged by LPG on 4-19-23.
XXXXX0427	\$347.13 x 2 = \$694.26	\$33 Cancelled	Refunded	Client was charged by LPG on 3/2 & 3/16
XXXXX1416	$$353.2 \times 2 = 706.4	Cancelled	Refunded	Client was double charged by LPG on 2/27/23 and 2/28/23.
XXXXX4755	\$256.05 x 2 = \$512.10	Active	Refunded	Double charged by LPG and PL on 02/27 - 02/28
8558XXXXX	$$254.68 \times 2 = 509.36	Cancelled	Refunded	Client was double charged by LPG on 2-24-23 and 2-28-23
XXXXX9919	\$330.36	Cancelled	Refunded	Client was charged on 2/21/23 by LPG even though on 2/1/23, her account had 6 months of payments cancelled due out to settlement.
XXXXX0203	\$895.36 x 2 = \$1790.72	Active	Refunded by his bank	Client was double charged by LPG on 2/6 & 2/7
XXXXX0216	$$281.82 \times 2 = 563.64	Paused	TFOH Awaiting Refund	Double charged by LPG on 02/06 and 02/07
220XXXXX	$$253.69 \times 2 = 507.38	Paused	TFOH Awaiting Refund	FOH Awaiting Refund Client was charged by LPG on 2/6 & 2/7
XXXXX0741	\$578.03 x 2 = \$1156.06	Active	TFOH Awaiting Refund	Client was double charged on 2/6 & 2/7
9Z80XXXXX	\$294.65 x 3 = \$883.95	Cancelled	TFOH Awaiting Refund	TFOH Awaiting Refund Client was charged by LPG on 02/07, 02/08, and 03/08
XXXXX2214	\$275.67	Active	TFOH Awaiting Refund	Client was charged by LPG on 3-2-23 for the full amound of \$441.86 instead of the reduced amound of \$166.19 due to a settlement.
XXXXX2923	\$317.74 x 2 = \$635.48	Active	TFOH Awaiting Refund	Client was double charged by LPG on 2-6-23 and 2-7-23.
950EXXXXX	\$259.28	\$36 Paused	TFOH Awaiting Refund	Client's wife called Phoenix on 2/25/23 to both accounts but they were both charged by LPG on 2/27/23
XXXXX3132	\$319.29 x 2 = \$638.58	Paused (Retention Flow)	TFOH Awaiting Refund	Client was double charged by LPG on 2-6-23 and 2-7-23.
XXXXX4332	$317.24 \times 2 = 634.48	\$108 Active	TFOH Awaiting Refund	Client was double charged by LPG on 2/6 & 2/7
XXXXX4421	$$256.46 \times 2 = 512.92	Active	TFOH Awaiting Refund	Client was double charged by LPG on 2/6 & 2/7
XXXXX4878	$$325.35 \times 2 = 650.70	Active	TFOH Awaiting Refund	TFOH Awaiting Refund Client was double charged by LPG and OLG on 03/03/2023
XXXXX6612	335.11 x 2 = \$670.22	Active	TFOH Awaiting Refund	Client was double charged on 2/21/23 by LPG, one of the transactions was a "check withdrawal."
XXXXX9035	\$260.79 x 2 = \$521.58	Active	TFOH Awaiting Refund	Double charged by LPG on 2/6 & 2/7

55% credited/refunded

11% TFOH Awaiting Refund

34% Awaiting Refund

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				87% Credited/ Refunded	Assumption of 100% Satisfaction given credit/refund
XXXXX6022	\$263.89	92\$	\$36 Cancelled	Awaiting Refund	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX6552	\$160.35		Active	Awaiting Refund	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX2326	\$341.40	\$29	\$29 Cancelled	Awaiting Refund	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX4668	\$424.26		Cancelled	Awaiting Refund	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX5475	\$252.60		Cancelled	Awaiting Refund	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8843	\$314.62		Cancelled	Awaiting Refund	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX9544	\$254.07		Cancelled	Awaiting Refund	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
6E96XXXXXX	\$351.09		Cancelled	Awaiting Refund	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX0271	\$251.26		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX5171	\$782.66		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX8489	\$256.73		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX8756	\$135.97		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX1351	\$320.86		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX1950	\$570.89		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXZ200	\$379		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX3042	\$326		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX4698	\$355.50		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX5121	\$254.16		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8420	\$347.75		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8992	\$461.16		Active	Credited	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX1459	\$561.99		Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX4290	\$557.63		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX5813	\$290.76		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX6737	\$321.51		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
9E69XXXXX	\$25		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX7339	\$505.96		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX7753	\$254.84	\$30	\$30 Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX8485	\$369.35		Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX9049	\$434.30		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX9290	\$854.68		Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
9086XXXXX	\$316.31		Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX0130	\$325.96		Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX0271	\$359.52		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX1300	\$293.75		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX1491	\$392.53		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX1859	\$279.18		Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX2024	\$276.75		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX2179	96.607\$		Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX2351	\$451.41		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX2887	\$440.24		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX2951	\$353.65		Votivo	Dofinadod	Phone of the state of the Property of the state of the st
			מאסוכע	שפוחומפת	ribelly clelic was charged by OLG via check withdrawal Holl 5/0/23 to 3/3/23.

9E0EXXXXXX	\$399	\$62 Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX3115	\$287.81	\$30 Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX3298	\$260.54	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX3533	\$313.90	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX3559	\$250.76	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX3584	\$252.22	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX3994	\$353.87	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX4070	\$352.53	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXX4297	\$297.70	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX4764	\$141.06	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX4777	\$644.67	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX4968	\$355.46	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX4996	\$353.10	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX5043	\$350.58	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX5159	\$337.96	Paused	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX5308	\$351.70	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX5327	\$496.51	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX5364	\$349.62	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX5414	\$498.82	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX2667	\$396.48	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
6995XXXXXX	\$251.15	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX6046	\$462.51	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX6158	\$320.86	Paused	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
6999XXXXXX	\$350.14	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX6864	\$280.29	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
600XXXXXXX	\$210.15	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX7105	\$264.57	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX7143	\$350.76	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX7218	\$252.01	\$34 Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX7253	\$445.81	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX7610	\$312.01	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX7683	\$252.74	Paused	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX7749	\$491.43	\$30 Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX7901	\$649.46	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX7973	\$277.69	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8034	\$352.49	Paused	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8268	\$251.69	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8294	\$451.93	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8385	\$256.48	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8602	\$356.46	Paused	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8641	\$304.15	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8851	\$463.61	Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX8863	\$587.81	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
6988XXXXXX	\$358.22	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
XXXXXX9134	\$386.04	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.

\$269.73		Cancelled	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
\$261.35		Paused	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
\$282.75		Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
\$273.90	\$20	Active	Refunded	Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
\$309.25		Paused	TFOH Awaiting Refund	TFOH Awaiting Refund Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
\$254.73		Active	TFOH Awaiting Refund	TFOH Awaiting Refund Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
\$296.81		Active	TFOH Awaiting Refund	TFOH Awaiting Refund Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
\$256.18		Paused	TFOH Awaiting Refund	TFOH Awaiting Refund Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.
\$284.08		Paused	TFOH Awaiting Refund	TFOH Awaiting Refund Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.

Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23. Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23. Phoenix Client was charged by OLG via check withdrawal from 3/6/23 to 3/9/23.

Refunded Refunded Refunded

Paused Active \$34 Active

\$253.20 \$253.55

> XXXXXX9364 XXXXXX9432 XXXXXX9529 XXXXXX9619 XXXXXX9620 XXXXXX9752 XXXXX1296 XXXXX5916 XXXXXX1388 XXXXX3244

XXXXXX9340

87% Credited/Refunded

XXXXXX5460

5% TFOH Awaiting Refund

8% Awaiting Refund

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			/IT - /IT 10 /00 L	
			52% Credited/ Refunded	Assumption of 100% Satisfaction given credit/refund
	\$506.34	Active Aw	Active Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$215.30	Active Aw	Active Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$236.72	Active Aw	Active Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$502.16	Active Aw	Active Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$597.12	Cancelled Awaiting refund	aiting refund	Double charged by Guardian and Touzi on 04/19
	\$970.86	Active Aw	Active Awaiting refund	Double charged by Guardian and Touzi on 04/19
\$35.00	\$737.74	Cancelled Awaiting refund	aiting refund	Double charged by Guardian and Touzi on 04/19
	\$504.48	Paused Aw	Paused Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$386.14	Active Aw	Active Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$268.34	Paused Aw	Paused Awaiting refund	Double charged by Guardian and Touzi on 04/20
	\$703.40	Active Aw	Active Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$621.68	Paused Aw	Paused Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$602.06	Active Aw	Active Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$236.52	Cancelled Awaiting refund	aiting refund	Double charged by Guardian and Touzi on 04/19
	\$656.06	Active Aw	Active Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$686.10	Active Aw	Active Awaiting refund	Double charged by Guardian and Touzi on 04/19
	\$288.70	Cancelled Awaiting refund	aiting refund	Double charged by Guardian and Touzi on 04/19
	\$821.56	Cancelled Awaiting refund	aiting refund	Double charged by Guardian and Touzi on 04/19
	\$1,013.28	Active Credited	edited	Double charged by Guardian and Touzi on 04/19
	\$652.54	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$564.70	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$601.62	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$1,046.00	Active Credited	edited	Double charged by Guardian and Touzi on 04/19
	\$515.28	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$760.18	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$125.32	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$762.82	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$459.50	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$560.18	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$708.26	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$738.84	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$481.80	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$681.10	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$711.22	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$322.76	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$538.08	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$870.56	Active Credited	edited	Double charged by Guardian and Touzi on 04/19
	\$581.78	Active Credited	edited	Double charged by Guardian and Touzi on 04/19
	\$806.48	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$836.00	Active Credited	edited	Double charged by Guardian and Touzi on 04/19
	\$402.30	Active Credited	edited	Quadruple charged by Guardian and Touzi on 04/19 and 04/20
	\$542.32	Active Credited	ədited	Double charged by Guardian and Touzi on 04/19
	\$542.18	Active Credited	edited	Double charged by Guardian and Touzi on 04/19

Double charged by Guardian and Touzi on 04/19	Double charged by Guardian and Touzi on 04/19	lited Double charged by Guardian and Touzi on 04/20	lited Double charged by Guardian and Legal Services on 04/19 and 04/20	TFOH Awaiting refund Double charged by Guardian and Touzi on 04/19	TFOH Awaiting refund Double charged by Guardian and Touzi on 04/20	Active TFOH Awaiting refund Double charged by Guardian and Touzi on 04/19	TFOH Awaiting refund Double charged by Guardian and Touzi on 04/19	TFOH Awaiting refund Double charged by Guardian and Touzi on 04/19	TFOH Awaiting refund Double charged by Guardian and Touzi on 04/19	TFOH Awaiting refund Double charged by Guardian and Touzi on 04/20	TFOH Awaiting refund Double charged by Guardian and Touzi on 04/19	TFOH Awaiting refund Double charged by Guardian and Touzi on 04/19	Active TFOH Awaiting refund Double charged by Guardian and Touzi on 04/19
Active Credited	Active Credited	Active Credited	Active Credited	Active TFO	Active TFO	Active TFO	Active TFO	Active TFO	Active TFO	Active TFO	Active TFO	Active TFO	Active TFO
\$691.92	\$683.82	\$628.20	\$883.64	\$598.52	\$872.00	\$558.20	\$839.52	\$685.16	\$517.42	\$688.90	\$515.12	\$510.50	\$505.70
\$345.96	\$341.91	\$314.10	\$441.82	\$299.26	\$436.00	\$279.10	\$419.76	\$342.58	\$258.71	\$344.45	\$257.56	\$255.25	\$252.85
XXXXX9018	XXXXX9112	XXXXX9285	90E6XXXXX	XXXXX2281	XXXXZ667	XXXXZ749	XXXXX3743	XXXXX3926	XXXXX4833	XXXXX4865	XXXXX7532	XXXXX7848	XXXXX7473
5/18/2023	5/12/2023	5/17/2023	5/24/2023	5/18/2023	5/24/2023	5/19/2023	5/22/2023	4/20/2023	5/12/2023	5/19/2023	5/22/2023	5/15/2023	5/11/2023

52% Credited/Refunded

18% TFOH Awaiting Refund

30% Awaiting Refund

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QI	Amount	Amount Phoenix Transaction Date OLG	OLG PC Transaction Date File Status	File Status	Disposition
XXXXX4025 \$449.09	\$449.09	6/2/2023	5/31/2023	Active	5/31/2023 Active Client agreed to receiving a credit.
XXXXX2257	\$291.45	6/5/2023	6/5/2023	Active	6/5/2023 Active Client has received refund by Phoenix for the OLG transaction.
XXXXX4516	\$123.80	2/52/503	9/9/2023	Active	Active Client agreed to receiving a credit.
XXXXX6143 \$255.85	\$255.85	6/1/2023	5/31/2023	Active	5/31/2023 Active Client agreed to receiving a credit.
2960XXXXX	\$540.98	6/2/2023	6/1/2023	6/1/2023 Active	Client agreed to receiving a credit.

100% Satisfaction

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address 655 W. Broadway, Suite 800, San Diego, California 92101

A true and correct copy of the foregoing document entitled **STATUS REPORT BY CHAPTER 11 TRUSTEE RE**:

POST-PETITION AND RECENT HISTORY OF DOUBLE PAYM DECLARATION OF CHRISTOPHER CELENTINO IN SUPPORT		
will be served or was served (a) on the judge in chambers in the and (b) in the manner stated below:	form and manner required by LBR 5005-2(d);	
1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On August 24, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:		
	Service information continued on attached page	
2. <u>SERVED BY UNITED STATES MAIL</u> : On <u>August 24, 2023</u> , I served the following persons and/or entities case or adversary proceeding by placing a true and correct copy States mail, first class, postage prepaid, and addressed as follow declaration that mailing to the judge <u>will be completed</u> no later that	thereof in a sealed envelope in the United vs. Listing the judge here constitutes a	
	Service information continued on attached page	
3. <u>SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, Femethod for each person or entity served</u>): Pursuant to F.R.Civ.P served the following persons and/or entities by personal delivery, consented in writing to such service method), by facsimile transminere constitutes a declaration that personal delivery on, or overnithan 24 hours after the document is filed.	. 5 and/or controlling LBR, on <u>August 24, 2023</u> , I overnight mail service, or (for those who nission and/or email as follows. Listing the judge	
JUDGE'S COPY The Honorable Scott C. Clarkson United States Bankruptcy Court Central District of California Ronald Reagan Federal Building and Courthous 411 West Fourth Street, Suite 5130 / Courtroom Santa Ana, CA 92701-4593		
	Service information continued on attached page	
I declare under penalty of perjury under the laws of the United St	ates that the foregoing is true and correct.	
August 24, 2023 Caron Burke	/s/ Caron Burke	
Date Printed Name	Signature	

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

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Eric Bensamochan on behalf of Interested Party Courtesy NEF eric@eblawfirm.us, G63723@notify.cincompass.com

Eric Bensamochan on behalf of Interested Party Eric Bensamochan eric@eblawfirm.us, G63723@notify.cincompass.com

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